

Burlington CSD

AFSCME Council 61 (Custodial) 7/1/2005 6/30/2008



AGREEMENT BETWEEN  
BURLINGTON COMMUNITY  
SCHOOL DISTRICT  
AND  
LOCAL #3490  
AMERICAN FEDERATION OF  
STATE, COUNTY  
AND  
MUNICIPAL EMPLOYEES  
(AFL-CIO) (CUSTODIANS)

JULY 1, 2005 - JUNE 30, 2008

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## **ARTICLE I**

### **AGREEMENT**

This Agreement is made and entered into this first day of July, 2005 by and between the Burlington Community School District, hereinafter referred to as the Employer, and Local 3490, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the custodial employees of said District as identified in the Collective Bargaining Agreement.

## ARTICLE II

### RECOGNITION AND DUES DEDUCTION

#### 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case No. 3531) issued by the PERB on the 5th day of January, 1988.

#### 2. Dues Deduction

A. The Employer agrees to deduct the union dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer by the fifteenth (15th) of the succeeding month, after such deductions are made. Dues deduction forms will be provided by the Union. Termination of payroll deduction of Union dues shall be made only by written request after endorsement by their Union Treasurer to Employer by the member at least thirty (30) days in advance of the required termination date. Dues deduction cards will remain in effect until canceled by the employee. Any increase in dues will automatically be in effect thirty (30) days from the time payroll is notified by the Union Secretary.

#### B. Hold Harmless

The Union agrees to indemnify and hold harmless the Employer against any and all claims, losses, expenses, and costs arising out of, directly or indirectly, the application of the provisions in the Agreement between the parties for dues deductions.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

1. Purpose

The purpose of this Article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Union agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure and agree to attempt to resolve all grievances informally at the lowest possible level.

2. Definition of Grievance

Grievance is a claim by an employee, which alleges a violation of this Agreement has occurred. The grievance shall be presented to the designated supervisor on the form set forth and signed and dated by the Union.

If the last calendar day falls on a Saturday, Sunday, or on a holiday as defined by this contract, the next calendar day will be available to the parties.

Step I (Informal)

The employee with a grievance shall first discuss it with his/her supervisor or designee within seven (7) calendar days after the alleged grievance occurred. The employee may elect to have representation from the Union present if he/she wishes.

Step II (Formal)

If, as a result of the informal discussion with the supervisor or designee at Step I a grievance still exists, the grievant may invoke the formal grievance procedure either individually or through the Union on the form set forth. A copy of the grievance form shall be delivered to the immediate supervisor or designee within fourteen (14) calendar days from the time of the Step I meeting. The immediate supervisor or designee shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the seven (7) calendar day period, the grievance shall be transmitted to Step III.

### Step III

The Director of Human Resources or his/her designee shall meet with the aggrieved person and the Union within fourteen (14) calendar days of the receipt of the grievance. The Director of Human Resources or his/her designee shall indicate his/her disposition in writing within seven (7) calendar days of the meeting and shall furnish a copy thereof to the Union. If the grievance still remains unresolved, the employee or Union may appeal the grievance to Step IV (Arbitration) by serving written notice to the Employer within ten (10) work days of receipt of the Step III disposition.

### Step IV (Arbitration)

An arbitrator shall be selected by the parties within fourteen (14) calendar days after the arbitration list is received. The parties further agree that the arbitration hearing will be held within one hundred eighty (180) calendar days from the date the arbitrator is selected by the parties.

If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to reject two (2) complete panels and to strike two (2) names from the third (3rd) panel. A flip of a coin will determine which party will strike the first (1st) name; the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall have no authority to add to, subtract from, change, modify or amend any of the provisions of this Agreement.

Only the cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; the costs of the transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost.

## **ARTICLE IV**

### **DISCIPLINE AND DISCHARGE**

1. During the first 180 calendar days of employment from the most recent date of hire, the Employer may discipline or discharge the employee without the discipline or discharge being subject to the grievance procedure.
2. After the employee has completed 180 calendar days of employment from the most recent date of hire, the employee may grieve a suspension or discharge only starting at Step 3 of the grievance procedure in Article III, on the basis that the suspension or discharge was without proper cause.
3. The Employer shall furnish to the Union a copy of any suspension or discharge notice.



## ARTICLE V

### SENIORITY

#### 1. Definition

Seniority shall be determined by the number of consecutive years of full-time or part-time employment in a bargaining unit position under contract from the last date of hire.

Employees laid off or on duly authorized leaves do not lose or gain seniority during such periods. Regular part-time employees or employees who are hired during the year shall be entitled to credit for length of service in the same proportion that time regularly worked by such employee bears to the time regularly worked by full-time employees or employees hired for the entire school year.

#### 2. Seniority Lists

The Employer shall provide current copies of the full-time and regular part-time seniority lists to the Union Secretary by February 1st of each year.

Individual employees shall have twenty (20) days after the above mentioned dates to notify the Employer of errors or omissions. Such notification shall be accompanied by appropriate documentation. All such corrections shall be immediately effective for any subsequent official use of the seniority lists.

## ARTICLE VI

### STAFF REDUCTIONS

#### 1. Order of Reduction

In the event it becomes necessary to reduce full-time employees for any reason, those employees shall be reduced in the inverse order of their seniority. In the event it becomes necessary to reduce regular part-time employees for any reason, those employees shall be reduced in the inverse order of their seniority.

#### 2. Recall

Employees shall be recalled from reduction in force according to their seniority group (i.e., full-time vs. part-time). Any employee laid off pursuant to this Article shall have, for a period of two (2) calendar years from the effective date of the original layoff, the right to be recalled. Employees laid off must inform the Employer of their current address. Employees who desire not to be included in the recall pool shall so inform the Employer in writing. The Employer shall notify the Employee of recall in writing by certified mail, by personal notice, or by telephone. If recall is not accepted in person or by telephone, the notice must be sent by certified mail, and if the Employee does not accept recall within seven (7) calendar days of receipt of the notice, the Employee shall lose all recall rights.

Employees do not lose or gain seniority during the period of layoff. An employee with recall rights may continue insurance benefits at the employee's option.

#### 3. Job Displacement Procedure

When a job is eliminated, an employee so affected by said elimination may use his/her seniority to move to any position presently filled by someone with less seniority, providing that said employee is qualified for said position.

When an employee is displaced by such action, that employee may use his/her seniority to move to any position presently filled by someone with less seniority, providing that said employee is qualified for said position. Each person displaced under this procedure will have the same rights except the most junior person who will be laid off (domino-bumping concept).

In the situation where a job is eliminated and a vacancy exists, the employee affected may use his/her seniority to move to any position that is vacant or presently filled by an employee with less seniority. Subsequently, all other affected employees shall have the same options.

#### 4. The employer will notify the employee fourteen (14) calendar days prior to staff reduction.

## ARTICLE VII

### TRANSFERS

1. When a job is open for bid (due to retirement, termination, transfer, or newly created position, or due to a change in starting or quitting time of more than one-hour), the full-time employee with the highest seniority will have the first (1st) opportunity to fill the opening providing the employee is capable of fulfilling the duties required. Regular part-time employees may use their seniority to fill full-time openings only after all full-time employees have exercised their seniority rights.

Notice of future staff vacancies will be posted in each building for a minimum ten (10) calendar days except in the months of (September-May) there shall only be a five (5) calendar day minimum posting with a copy to the union chief steward and necessary copies to the buildings.

2. Any employee who will be unable to be present during the bidding process and wishes to be represented may, prior to the bidding process, submit a written and signed notice to the Union and the Employer providing the name of the person designated by the employee to be that employee's representative during the bidding process.
3. Vacancies will be posted for bid no later than thirty (30) calendar days after the vacancy occurs unless the Employer notifies the Union that there are extenuating circumstances, such as the position is likely to be eliminated by the end of the contract year.

## ARTICLE VIII

### HOURS OF WORK

1. Hours of Work

- A. The regular workweek for each full-time employee shall consist of no more than five (5) consecutive days. Regular full-time employees are defined as those employees who work on a regularly assigned schedule for thirty or more hours per week.
- B. Regular part-time employees are defined as those employees who work on a regularly assigned schedule for less than thirty (30) hours per week.

2. Breaks

Employees shall be provided with a paid fifteen (15) minute break for each full four (4) consecutive hours they are regularly assigned to work in a day.

3. Call Back

Employees who have completed their regular shifts and have left the premises and are later called back to perform additional work shall be given a minimum of two (2) hours of work at their regular straight time rate or, if applicable, overtime rate. This also applies to emergency call backs. Weekly building checks are excluded from this call back language.

4. Building Checks

Employees asked to check buildings on their non-duty days shall be paid for their time at the rate of time and one-half.

5. Meal Periods

All first (1st) shift employees shall be granted a thirty (30) or sixty (60) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Second (2nd) and third (3rd) shift employees shall be granted a thirty (30) minute paid meal period. When school classes are not in session (summer months) and second (2nd) and third (3rd) shift employees are working first (1st) shift hours, the paid meal period will not be applicable.

6. Any exceptions to the hours of work listed above must be authorized by the Supervisor of Buildings and Grounds.

7. Overtime

All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be overtime and shall be paid at the rate of time and one-half of

the employee's regular straight time hourly rate. Any overtime must be authorized in advance by the Supervisor of Buildings and Grounds.

The employee may elect to take compensatory time in lieu of overtime pay not to exceed four hours accumulative of compensatory time to be scheduled in advance and to be taken during a day that is not a teacher or student contact day. The compensatory time must be used no later than June 30.

Regular overtime will be on a rotating basis from most senior employee to least senior employee assigned to the building. If turned down by all regular employees assigned to the building, the overtime will be offered to substitute custodial employees or to regular employees from other buildings who have notified the Supervisor of a desire to work overtime at other buildings. If the overtime is still available after being offered to substitute custodial employees and such other regular employees, it will then be assigned to the least senior employee assigned to the building. Employees will have the right to opt out of mandatory overtime once during a contract year for personal reasons.

8. On days that are scheduled for classes not to be in session (summer break, holidays, in-service, parent-teacher conference, etc.) second (2nd) and third (3rd) shift employees shall work the prevailing first (1st) shift hours as long as it does not conflict with the custodial responsibilities within individual school buildings. The Supervisor of Buildings and Grounds will determine shift start time.

On non-scheduled days (weather related, etc.) when classes are dismissed early, or days preceding a day when classes will not be in session, second (2nd) and third (3rd) shift employees shall report to work at an earlier time to be determined by the Supervisor of Buildings and Grounds, as long as it does not conflict with the custodial responsibilities within individual school buildings.

## ARTICLE IX

### WAGES

#### 1. Shift Schedule

Shift 1 - Employees whose shift starts at 5:00 a.m. or after

Shift 2 - Employees whose shift starts at 8:00 a.m. or after

Shift 3 - Employees whose shift starts at 6:00 p.m. or after

Part-time - Employees who work less than thirty (30) hours

Second (2nd) and third (3rd) shift employees working the first (1st) shift hours, as per Article VIII, Section 8 of this Agreement, shall continue to be paid at their second (2nd) and third (3rd) shift rates.

#### 2. Salary Schedule (2005-2006):

Years	Shift 1	Shift 2 & 3	Part-time
1.	\$12.27	\$11.98	\$10.56
2.	\$12.94	\$12.65	\$10.80
3.	\$13.61	\$13.32	\$11.04
4.	\$14.29	\$14.00	\$11.28
5.	\$14.96	\$14.67	\$11.52

#### Salary Schedule (2006-2007):

Years	Shift 1	Shift 2 & 3	Part-time
1.	\$12.62	\$12.33	\$10.91
2.	\$13.29	\$13.00	\$11.15
3.	\$13.96	\$13.67	\$11.39
4.	\$14.64	\$14.35	\$11.63
5.	\$15.31	\$15.02	\$11.87

New employees hired before January 1st will be given credit for one (1) year of employment on July 1st. New employees hired after December 31st will receive no credit for the time employed prior to July 1st.

## ARTICLE X

### INSURANCES

Full-time employees will receive four hundred eight dollars (\$408.00) per month for single and seven hundred seven dollars (\$707.00) per month for family to be applied toward the District's Flex Benefit Plan for the 2005-2006 year. Full-time employees will receive four hundred thirty-three dollars (\$433.00) per month for single and seven hundred forty-two dollars (\$742.00) per month for family to be applied toward the District's Flex Benefit Plan for the 2006-2007 year.

Full-time employees who are eligible for family insurance must select the following insurance items from the District's Flex Benefit Plan: family health, group term life, and long term disability. Full-time employees who are eligible for single insurance must select the following insurance items from the District's Flex Benefit Plan single health, group term life, and long-term disability.

Participation in any of the district's insurance plans shall be optional. It is understood if medical insurance is not selected then the insurance allocation will be the actual cost for life and LTD coverage only. There will be no cash paid in lieu of insurance coverage.

The employer shall provide each new employee with a description of the insurance coverage provided within ten (10) days of the time they are hired. The description shall include a description of conditions and limits of coverage. Continuing employees will receive such information within ten (10) days any time the coverage or carrier changes, but may obtain the same information at any time by requesting it from the employer.

## ARTICLE XI

### VACATION SCHEDULE (12 MONTH EMPLOYEES)

When a full-time contracted employee is employed six (6) months or longer, his/her earned vacation will be pro-rated through June 30th of the current year. On July 1st the employee will start his/her second (2nd) year of employment for the purpose of determining vacation entitlement.

When a full-time contracted employee is employed less than six (6) months, his/her earned vacation will be pro-rated through June 30th of the current year. On July 1st the employee will start his/her first (1st) year of employment for the purpose of determining vacation entitlement.

All full-time twelve (12) month employees will receive the following vacations:

- A. During the first (1st) year of employment employees are entitled to five (5) working days vacation.
- B. Beginning with the second (2nd) full year of employment and continuing through the sixth (6th) full year of employment, employees are entitled to ten (10) working days vacation, of which no more than five (5) days in addition to days carried forward may be taken between July 1 and January 1st.
- C. Beginning with the seventh (7th) full year of employment and continuing through the twelfth (12th) full year of employment, employees are entitled to fifteen (15) working days vacation, of which no more than eight (8) days in addition to days carried forward may be taken between July 1 and January 1st.
- D. Beginning with the thirteenth (13th) year of employment and continuing through all future years of full employment with the school district, employees are entitled to twenty (20) working days vacation, of which no more than ten (10) days in addition to days carried forward may be taken between July 1 and January 1st.

Custodians may take up to seven (7) vacation days during the school year (from three [3] workdays prior to first official day of student attendance through the last). Additional days may be taken during the school year when students are not in session and a substitute is not needed. For each day other than during the school year when the employer deems it necessary for custodians to be on duty, an additional day for vacation may be taken during the school year. The number of custodians allowed to be on vacation at any one time will be governed by the availability of substitutes.

All requests for approval for vacation time must be made in writing and approved by the immediate supervisor. Vacation requests submitted less than two (2) days in advance of the date(s) requested will be processed in the order they are received. Vacation requests submitted two (2) days or more but less than thirty (30) days in advance of the date(s) requested will be processed with the custodian having the most seniority given priority. Vacation requests submitted over thirty (30) days in advance of the date requested will be processed in the order they are received for determining vacation time.

Five (5) vacation days may be carried forward into the next contractual year.



## ARTICLE XII

### HOLIDAYS

Regular full-time/twelve (12) month employees are eligible for the following holidays:

#### 2005-2006

Friday and Monday, July 1 and 4  
Monday, September 5  
Thursday and Friday, Nov. 24 and 25  
Friday, December 23  
Thursday and Friday, Dec. 29 and 30  
Friday, March 17  
Friday and Monday, April 14 and 17  
Monday, May 29

#### 2006-2007

Dates to be Determined.

#### 2007-2008

Dates to be Determined.

One additional holiday per year is granted full-time employees on an individual basis subject to the advanced approval of the Supervisor of Buildings and Grounds and on a day that a substitute is not needed.

## ARTICLE XIII

### LEAVES OF ABSENCE

#### 1. Personal Illness or Injury

All full-time and regular part-time employees shall be entitled to allowance of full salary for reason of illness or personal injury not to exceed in the aggregate the following:

180 to 202 Day Schedule - 15 Days Per Year

203 to 220 Day Schedule - 17 Days Per Year

221 to 12 Month Schedule - 20 Days Per Year

Sick leave may accumulate to the number of days equal to the employee's length of work year not to exceed 260 days.

The Employer may require a doctor's statement confirming an illness. In cases involving worker's compensation, no individual shall receive more in payment during a period of disability than his/her total current salary.

#### 2. Serious Illness in the Family

Up to five (5) days of leave per year shall be granted in the event of a serious illness of a full-time or regular part-time employee's father, mother, brothers, sisters, children, foster parents, foster children, husband, wife, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, step children, step parents, and may be granted in the case of any other member of the immediate household. The birth of a child can be considered illness in the family insofar as the father is concerned. Therefore, this leave provision can be used by the father so long as the mother is confined to the hospital as a result of pregnancy complications or for the actual birth.

The Employer may require such reasonable evidence as it may desire confirming the necessity of each absence.

#### 3. Emergency Leave

Each full-time employee may be granted three (3) days of emergency leave per year (non-cumulative) with pay, over and above those days included under "Personal Leave." Said leave to be upon the recommendation of the Supervisor of Buildings and Grounds, with the approval of the Superintendent of Schools or his/her designee.

Each regular part-time employee who works less than twelve (12) months may be granted two (2) days emergency leave.

Emergency leave will not be approved because of locally inclement weather, if the schools are open and operating. "Locally" shall be defined as "within a twenty-five (25) mile radius of Burlington."

4. Personal Leave

Upon notification to the Supervisor of Buildings and Grounds by noon of the preceding day, each full-time contracted employee may be granted three (3) days of personal leave per year with full pay for the first day and with two-thirds pay for the second and third days. Starting with the 2006-2007 year, the first and second days shall be with full pay. Starting with the 2007-2008 year, all three personal leave days shall be with full pay. Said leave is to be approved by the Supervisor of Buildings and Grounds.

Each regular part-time employee who works less than twelve (12) months may be granted two (2) personal leave days per year with the same provisions as full-time employees.

Personal days cannot be granted on days immediately preceding or following any holiday, unless the day immediately preceding or following is not a teacher or student contact day.

5. Death in Family

Up to five (5) days of leave shall be granted to full and regular part-time employees at any one (1) time for a maximum of ten (10) days per year in the event of the death of an employee's father, mother, brothers, sisters, children, foster parents, foster children, husband, wife, father-in-law, mother-in-law, grandfather, grandmother, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, step children, or step parents and may be granted in the case of any other member of the immediate household.

6. Funeral

To attend a funeral or visitation of an individual other than those identified in item #7, a maximum up to one (1) day's leave per year may be granted with full pay for all full-time and regular part-time employees. If this absence is to be more than a day, it must be recommended by the immediate supervisor and approved by the Superintendent or his/her designee and full deduction will be made. Application for permission to attend the funeral shall be made in advance to the Supervisor of Buildings and Grounds.

Where possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments with the approval of the Supervisor of Buildings and Grounds.

7. Jury and Legal

Leave for jury duty, appearances in any judicial or administrative proceeding wherein the employee is not a party, except where his/her involvement is District employment-related, or when required to testify in any litigation matter involving employees of the Burlington Community School District, shall be granted to employees of the school district with full salary during such absence, less any fees paid the employee for such services.

8. Leaves of Absence (Without Pay)

A leave of absence without pay may be granted in case of emergencies, for personal reasons, or union business. Terms and conditions of each request are reviewed by the Superintendent or his/her designee and are based on the merits of each individual case.

## **ARTICLE XIV**

### **PRESCRIPTION SAFETY GLASSES**

The District shall pay a maximum of one hundred dollars (\$100.00) for prescription safety glasses no more than once every two (2) years when required for an employee and with advance approval of the Supervisor of Buildings and Grounds.

## **ARTICLE XV**

### **SEPARABILITY**

Should any article, section or clause of this Agreement be declared illegal, then that article, section, or clause should be deleted from this Agreement to the extent that it violates the law, and shall be renegotiated, if legally negotiable. The remaining articles, sections, and clauses shall remain in full force and effect.

## **ARTICLE XVI**

### **HEALTH AND SAFETY**

The District agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the District.

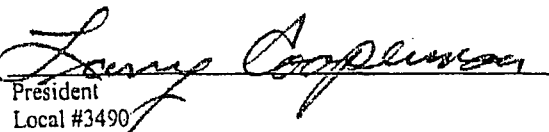
## ARTICLE XVII

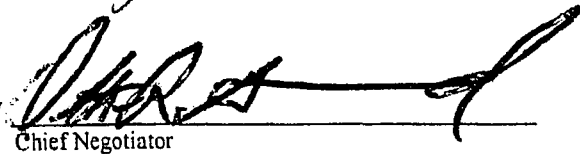
### DURATION

This Agreement shall be effective as of July 1, 2005 and will remain in effect until midnight, June 30, 2008. However, the Salary Schedule in Article IX and the District contributions to health insurance in Article X, Insurance shall be adjusted as of July 1, 2007 so that the total package shall increase 3.5% for 2007-2008 over the total package costs of the 2006-2007 year. For purposes of calculating the 3.5% increase, the employees, placements on the salary schedule and insurance contributions for each employee shall be calculated as of February 1, 2007. The Union shall notify the District by March 1, 2007 of how it wishes to distribute the 3.5% increase as between the salary schedule base and health insurance contributions. If the Union does not so notify the District, the entire 3.5% shall be applied to the salary schedule for the 2007-2008 year and the insurance contributions shall remain the same as for the 2006-2007 year. Provided, however, that if the insurance rates are not known by February 1, 2007 the Union shall have 30 calendar days after receiving the rates to so notify the District.

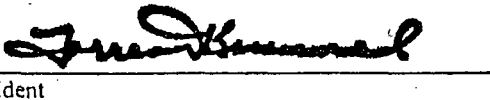
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and chief negotiators, and their signatures placed thereon, all on the 23 day of June, 2005.

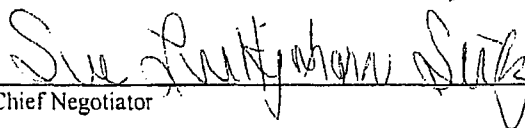
AFSCME Council 61

By   
President  
Local #3490

By   
Chief Negotiator

Burlington Community  
School District

By   
President

By   
Chief Negotiator



**Side Letter of Understanding**  
**(Not part of the Agreement between The Burlington**  
**Community School District and Local #3490**  
**American Federation of State, County and**  
**Municipal Employees [AFL-CIO] [Custodians])**

Use of Personal Automobile

The Employer may require an employee to use their personal automobile in the performance of their duties and shall reimburse the employee for all such travel. An employee required to work at more than one (1) school building shall, upon the approval of the Supervisor of Buildings and Grounds, be reimbursed for the mileage from one (1) building to the other.

Mileage reimbursement shall be at a rate established by the Employer in accord with state guidelines. Reimbursement may be made by the Employer in one (1) installment.